

Exhibit 1



EQUIPMENT FINANCING AGREEMENT NO. 340-1487057-001

DEBTOR: JUSTICE FARMS OF NORTH CAROLINA, LLC
302 S JEFFERSON STREET
ROANOKE, VA 24011
PHONE: 540-776-7890

SUPPLIER: GREGORY POOLE EQUIPMENT CO
4807 BERYL ROAD
RALEIGH, NC 27606
PHONE: 919-828-0641

EQUIPMENT: See Exhibit A attached hereto

PAYMENT TERMS:

Principal Amount: \$1,781,065.40 (To be filled in by us per Section 2 below)
Commencement Date of Agreement: 7/1/17
Financing Term (number of months): 48, plus any extension and renewal periods
Number of Payments due in advance: 0 (First and Last 0)
Payment Amount: 2 annual payments of \$498,669.54 9 (less \$50,000 payment credit) due July 2017 and July 2018 followed by 2 annual payments of \$498,669.54 each due July 2019 and July 2020
Implicit Interest Rate: 4.69%

TERMS AND CONDITIONS

This equipment financing agreement (the "Agreement") has been written in plain English. The words "you" and "your" herein refer to the Debtor listed above. The words "we", "us" and "our" refer to CLAAS Financial Services, LLC as Lender. All other capitalized terms used herein shall have the meaning ascribed to them as listed above.

1. Purpose of Financing. This transaction is entered into for the purpose of financing your purchase of certain equipment (and applicable software, if any) (the "Equipment") from the Supplier, as described on the attached Exhibit A. You hereby authorize Supplier to provide us with the invoice for the Equipment and you authorize us to pay Supplier's invoice upon your receipt of the Equipment. Our act of paying Supplier's invoice for the Equipment shall constitute the funding of this transaction under the terms of this Agreement.

2. Term and Payment. For value received, you promise to pay to us the Principal Amount listed above plus interest, to be paid in installments ("Payments") according to the Payment Terms shown above. Any payments shown above as required in advance shall be due before we fund this transaction. Subsequent payments shall become due on a consecutive payment period basis thereafter starting on the 1st day of each month after funding this transaction if funded on the 1st through the 14th day of the month or starting on the 15th day of each month if funded on the 15th through the 24th day of the month or starting on the 1st of the following month if funded on the 25th through the last day of each month. All Payments shall be applied first to interest and then to principal.

3. Disclaimer of Warranties. This Equipment and the Supplier of the Equipment have been selected by you based on your own judgment. By executing this Agreement, you request us to order the Equipment, arrange for its delivery to you and pay for the Equipment upon your receipt of it. You acknowledge that we do not manufacture, deliver or install the Equipment and we do not represent the Supplier(s) of the Equipment. **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY AND PERFORMANCE OF THE EQUIPMENT OR THE EQUIPMENT'S FITNESS FOR A PARTICULAR PURPOSE OR ITS COMPLIANCE WITH APPLICABLE LAW. WE MAKE NO WARRANTY OF TITLE TO ANY SOFTWARE, SOFTWARE LICENSES AND/OR THE RIGHT TO USE ANY SOFTWARE.** You agree not to make any claim for any reason against us for consequential damages. You acknowledge you have been advised that you may have rights against the Supplier(s) and that you should contact each Supplier for a description of any such rights.

4. Noncancellable Agreement. This Agreement cannot be canceled and you agree that all of your obligations are absolute and unconditional.

5. Governing Law. You agree that this Agreement shall be governed by the laws of the State of California. You agree that any litigation, related to or arising from this Agreement, may be brought in the City and County of San Francisco, California and you consent to personal jurisdiction in either state or federal court.

6. Agency. You agree that no salesperson or representative of any manufacturer or Supplier is acting on behalf of us and/or can bind us in any way.

7. Late Charges. Time is of the essence. If any Payment or other amount due under this Agreement is not paid in full within 10 days after its due date, you agree to promptly pay a late charge of 5% of the past due amount, subject to a \$25 minimum, for those amounts under 30 days past due, plus interest on any amounts over 30 days past due at the rate of 1.5% per month. However, you acknowledge that it is not our intent to pay and it is not our intent to charge any rate hereunder that exceeds the maximum allowed under law. Should any rate charged hereunder be found by court of competent jurisdiction to exceed such maximum, then in that event only, such rate will be reduced to the legally permitted maximum rate and any excessive charges or amounts paid by you, above what you would have paid as per the legally permitted maximum rate, will be applied as a credit to the remaining balance of your obligations to us.

8. Equipment Maintenance. You are responsible, at your expense, to maintain the Equipment in good working order. If any Equipment is damaged, missing or does not work satisfactorily for any reason, you agree to continue to pay all Payments when they become due.

9. Indemnity. You agree that we are not responsible for any losses or injuries caused by or relating to the Equipment. You agree to indemnify us for and, at our option and your expense, defend us against any claims, suits and actions, including negligence and strict liability, whenever made for losses or injuries, including court costs and legal expenses, related to the Equipment.

10. Taxes and Fees. You agree to pay when due, either directly or to us upon our demand, any taxes, filing fees, license fees, interest and penalties relating to this Agreement and the Equipment. If we pay any of these amounts you agree to reimburse us upon demand and pay to us a service charge. You agree to pay to us a documentation fee to cover our costs of preparing this Agreement. You shall pay to us a fee for every check or other form of payment that is returned to us as unpaid by your bank.

11. Risk of Loss. You are responsible for any loss or damage to the Equipment and/or caused by the Equipment. You agree to immediately notify us of any such losses or damages and of any insurance claims pertaining to the Equipment. If the Equipment is missing, stolen or damaged, you will, at our option and at your expense, promptly repair the Equipment to our satisfaction, replace the Equipment with equipment of equal purpose and value or pay to us any default remedies described under Section 14 in this Agreement.

12. Insurance. At your expense you agree to keep the Equipment fully insured against loss until your obligations under this Agreement are paid in full, with Lender named as loss payee. You also agree to obtain a public liability insurance policy that is acceptable to us and to include us as an insured on that policy. You agree to provide us with satisfactory evidence of the required insurance upon our request. If you fail to obtain any of the required insurance and we obtain it for you, you agree to pay us the cost of that coverage plus any lender servicing fees and interest. You also acknowledge that such insurance shall cover our interests only and will not include any borrower liability coverage. You acknowledge that we are not required to maintain any insurance and we will not be liable to you if we terminate or modify any insurance coverage that we may arrange. You agree that we may sign, endorse and/or negotiate, on your behalf as attorney-in-fact for you, any instrument representing proceeds from any insurance policy claim covering the Equipment.

13. Assignment. You may not sell, transfer, assign or lease the Equipment or this Agreement without our advance written consent and payment to us of an assignment processing fee. You agree that we may sell or assign this Agreement without notice to you, and that our assignee shall have all of our rights under this Agreement. You agree that the rights of our assignee will not be subject to any claims, defenses or setoffs that you may have against us.

14. Default and Remedies. (a) You are in default if (1) you fail to pay any Payment when due; (2) you fail to comply with any requirement of this Agreement or any requirement of any other agreement with us and/or with Supplier, and/or with any requirement of any license agreement, system support agreement, mandatory maintenance agreement or installation agreement pertaining to the Equipment; (3) any warranty, representation or statement made or furnished to us by or on behalf of you in connection with any obligation or liability hereunder or to induce us to enter into this transaction is proven to have been false, in any material respect when made or furnished; (4) the entry of any material judgment against, or the assessment and/or filing of any tax lien against, or the issuance of any writ of garnishment or attachment against you or any of your property; (5) your death, incompetency, dissolution, termination of existence, change of controlling ownership, insolvency, or business failure or cessation of your business; (6) the appointment of a receiver of or the assignment for the benefit of creditors for all or any part of your property, the commencement of bankruptcy or insolvency proceedings under any law by or against you or any guarantor of your obligations hereunder; and/or (7) our reasonable and written determination, in good faith, that the prospect of payment or other performance by you is materially impaired. (b) Upon such default, we may, at our option, do one or more of the following: (1) require you to immediately pay the remaining amounts due under this Agreement including but not limited to the balance of unpaid Payments; (2) terminate this Agreement and/or any other agreements we have entered into with you; (3) require you to immediately stop using the Equipment and return the Equipment to us in good condition; (4) peacefully enter onto your premises and take possession of the Equipment without liability to you for trespass or damages; (5) deactivate the Equipment; and/or (6) use any other remedies available to us at law or in equity. You agree that any delay or failure by us to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. You agree to promptly pay all of our costs required for the enforcement of this Agreement including reasonable attorney's fees and the costs of repossessing, storing, refurbishing and selling the Equipment.

15. Security Interest. In order to secure your obligations to us under this Agreement, you grant us a security interest in the Equipment, including all additions and substitutions. You agree that the Equipment will remain personal property regardless of its attachment to realty and you agree to keep the Equipment at an appropriate and safe location that is satisfactory to us. You agree to keep the Equipment clear of all liens and encumbrances except those provided for in this Agreement. You agree to use the Equipment only for commercial purposes and in a manner pertaining to its intended use and in compliance with applicable law.

16. Miscellaneous. You agree that this Agreement is the entire agreement you have with us pertaining to this Equipment and it cannot be changed except as agreed by you and us in writing. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. You agree that the Principal Amount and the Payment amount may be adjusted to reflect any change in the Equipment cost as a result of any Equipment change orders, add-ons, returns, errors or other similar events verbally agreed to by you. In the event of any such adjustment, we will furnish you a written notice thereof. You agree that a signed electronically transferred or faxed version of this Agreement shall be deemed to be of the same force and effect as an original of a manually signed Agreement. During the Financing Term and any renewal terms, you authorize us and our assigns to obtain credit bureau reports and make other credit inquiries that we determine are necessary. You agree to provide us with your updated financial statements upon our request until all of your obligations to us have been fulfilled. You hereby authorize any employee of yours to accept the Equipment and sign on your behalf an Acceptance Certificate that pertains to this Agreement. This Agreement is binding upon the successors and assigns of you and us. If there is more than one Borrower, your obligations shall be joint and several.

17. Jury Waiver. EACH OF US IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IF THE FOREGOING WAIVER IS UNENFORCEABLE FOR ANY REASON, EACH OF US HEREBY CONSENTS TO THE ADJUDICATION OF ALL SUCH CLAIMS, PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW.

YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ON ANY ATTACHED SUPPLEMENTS AND EXHIBITS WHICH ARE PART OF THIS AGREEMENT. THIS IS A NON-CANCELLABLE AGREEMENT.

Dated: July 15, 2016

**LENDER:
CLAAS FINANCIAL SERVICES**

This Agreement shall not be binding on us until it has been accepted and executed by the Lender at its San Francisco, CA office.

Signature: _____

Print Name: _____

Title: John S. Castagna
Vice President

Date: 8/12/16

475 Sansome Street, 19th Floor
San Francisco, CA 94111 | 866-657-1442

**DEBTOR:
JUSTICE FARMS OF NORTH CAROLINA, LLC**

The undersigned affirms that he/she is a duly authorized corporate officer, partner or proprietor of the above-named Debtor.

Signature: _____

Print Name: DAVIS Stoneburner

Title: VP of Operational Administration

Date: 7/15/16

Debtor Tax ID#: 96-44231060

EXHIBIT A
TO EQUIPMENT FINANCING AGREEMENT NO. 340-1487057-001 BETWEEN CLAAS FINANCIAL SERVICES ("LENDER") AND JUSTICE FARMS OF NORTH CAROLINA, LLC ("DEBTOR")

VENDOR:

GREGORY POOLE EQUIPMENT CO
4807 BERYL ROAD
RALEIGH, NC 27606

EQUIPMENT LOCATION:

302 S JEFFERSON STREET
ROANOKE, VA 24011

EQUIPMENT DESCRIPTION	AMOUNT
NEW 2015 CLAAS 750TT LEXION S/N C6800533	\$366,396.00
DOWN PAYMENT	-\$73,279.32
DOCUMENTATION FEE	\$250.00

EQUIPMENT DESCRIPTION	AMOUNT
NEW 2015 CLAAS 750TT LEXION S/N C6800431	\$366,396.00
DOWN PAYMENT	-\$73,279.32

EQUIPMENT DESCRIPTION	AMOUNT
NEW 2015 CLAAS 750TT LEXION S/N C6800404	\$366,396.00
DOWN PAYMENT	-\$73,279.32

EQUIPMENT DESCRIPTION	AMOUNT
NEW 2015 CLAAS 750TT LEXION S/N C6800232	\$366,396.00
DOWN PAYMENT	-\$73,279.32

EQUIPMENT DESCRIPTION	AMOUNT
NEW 2015 CLAAS 750TT LEXION S/N C6800474	\$366,396.00
DOWN PAYMENT	-\$73,279.32

EQUIPMENT DESCRIPTION	AMOUNT
NEW 2015 CLAAS 12-30 CORN HEAD S/N 91802301	\$78,808.00
DOWN PAYMENT	-\$15,761.60

EQUIPMENT DESCRIPTION	AMOUNT
NEW 2015 CLAAS 12-30 CORN HEAD S/N 91802362	\$78,808.00
DOWN PAYMENT	-\$15,761.60

EQUIPMENT DESCRIPTION	AMOUNT
NEW 2015 CLAAS 12-30 CORN HEAD S/N 91802298	\$78,808.00
DOWN PAYMENT	-\$15,761.60
EQUIPMENT DESCRIPTION	AMOUNT
NEW 2015 CLAAS 12-30 CORN HEAD S/N 91802319	\$78,808.00
DOWN PAYMENT	-\$15,761.60
EQUIPMENT DESCRIPTION	AMOUNT
NEW 2015 CLAAS 12-30 CORN HEAD S/N 91802299	\$78,808.00
DOWN PAYMENT	-\$15,761.60
TOTAL	\$1,781,065.40



**ACCEPTANCE CERTIFICATE
HOLD FOR DELIVERY**

FOR EQUIPMENT FINANCING AGREEMENT NO. 340-1487057-001

DEBTOR: JUSTICE FARMS OF NORTH CAROLINA, LLC
302 S JEFFERSON STREET
ROANOKE, VA 24011

PHONE: 540-776-7890

SUPPLIER: GREGORY POOLE EQUIPMENT CO
4807 BERYL ROAD
RALEIGH, NC 27606

PHONE: 919-828-0641

EQUIPMENT: See Exhibit A to Equipment Financing Agreement

PAYMENT TERMS:

Principal Amount:	\$1,781,065.40
Commencement Date of Agreement:	(To be filled in by us per Section 2 of the Agreement)
Financing Term (number of months):	48, plus any extension and renewal periods
Number of Payments due in advance:	0 (First and Last 0)
Payment Amount:	2 annual payments of \$498,669.54 9 (less \$50,000 payment credit) due July 2017 and July 2018 followed by 2 annual payments of \$498,669.54 each due July 2019 and July 2020

This Acceptance Certificate has been written in plain English. The word "Equipment" refers to the personal property financed under the Equipment Financing Agreement referenced above (the "Agreement"). The words "you" and "your" refer to the Debtor listed above. The words "we", "us" and "our" refer to the Lender, CLAAS Financial Services, LLC. You agree that an electronically transferred or faxed version of this signed Acceptance Certificate shall be deemed to be of the same force and effect as an original of a manually signed Acceptance Certificate.

You hereby acknowledge the receipt in good condition of all of the Equipment in accordance with the terms and conditions of the Agreement. You accept this Equipment and agree that we have performed all of our obligations under the Agreement. You acknowledge that this Agreement is NON-CANCELABLE for any reason until all of your obligations under this Agreement have been fulfilled. You acknowledge that you have selected the supplier and the Equipment based on your own judgment and that we have NO RESPONSIBILITY AS TO THE SATISFACTORY PERFORMANCE OR MAINTENANCE of the Equipment. WE MAKE NO WARRANTIES REGARDING THE EQUIPMENT. In reliance upon your execution of this Acceptance Certificate, we will pay the supplier for the Equipment. This Acceptance Certificate cannot be changed except in writing signed by you and us. Your Payments due under the Agreement shall commence in accordance with the terms of the Agreement.

DEBTOR:

JUSTICE FARMS OF NORTH CAROLINA, LLC

Upon signing below you affirm that you are an authorized corporate officer, partner or proprietor of the Debtor.

Signature: [Signature]

Print Name: DANIEL STONICK

Title: VP of Operational Administration

Acceptance Date: 7/15/16

After signing this form, please fax it to Contract Administration at 866-532-2689 to expedite the commencement of your agreement.

CERTIFICATE OF MEMBER(S) OR MANAGER(S) OF CUSTOMER

Customer No.: 1487057
JUSTICE FARMS OF NORTH CAROLINA, LLC
302 S JEFFERSON STREET
ROANOKE, VA 24011

The undersigned hereby certify to CLAAS Financial Services ("Lessor/Lender") that:

1. They are all the Members and/or Managers of JUSTICE FARMS OF NORTH CAROLINA, LLC (the "LLC"), a Limited Liability Company formed on _____ under the laws of the State of Virginia.

2. They have exclusive control over the business of the LLC.

3. They authorize:

DANIEL SCHNEIDER
Print Name

VP of Operations / Administrator
Title

[Signature]
Signature

Print Name

Title

Signature

(collectively the "Authorized Persons") to enter into such leases and equipment financing agreements with Lessor/Lender on behalf of the LLC as such person may deem appropriate.

4. They acknowledge that the Authorized Persons may execute such other documents and perform or delegate the performance of such other tasks as the Authorized Persons may deem appropriate to consummate any such transactions.

5. Lessor/Lender is authorized to rely on this certificate until written notice of its revocation is received.

Name of Member/Manager

Signature of Member/Manager

Date

DANIEL SCHNEIDER

[Signature]

7/15/16
[Signature]
6-10-16

James C. Tucker III

[Signature]
President / Mgr. Member

6-10-16

ALL MEMBERS MUST SIGN THIS CERTIFICATE.
PLEASE ATTACH AN ADDITIONAL PAGE IF MORE SIGNATURES ARE REQUIRED.

6-10-16
[Signature]